IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WANDA CONNELLY : CIVIL ACTION

.

v. : No. 13-5934

:

RELIANCE STANDARD LIFE :

INSURANCE COMPANY :

<u>ORDER</u>

AND NOW, this 2nd day of June, 2014, upon consideration of Plaintiff Wanda Connelly's motion for summary judgment, Defendant Reliance Standard Life Insurance Company's response in opposition and cross-motion for summary judgment, and for the reasons set forth in the accompanying Memorandum, it is ORDERED Connelly's Motion for Summary Judgment (Document 14) is GRANTED and Reliance's Cross-Motion for Summary Judgment (Document 17) is DENIED.

Judgment is entered in favor of Connelly. Reliance is DIRECTED to reinstate Connelly's long term disability benefits effective from the date of termination and to pay prejudgment interest on those benefits in accordance with the accompanying Memorandum.¹

The Clerk of Court is directed to mark this case CLOSED.

BY THE COURT:

/s/ Juan R. Sánchez Juan R. Sánchez, J.

¹ Because Reliance's decision to terminate Connelly's benefits was arbitrary and capricious, her benefits should be reinstated in full. *See Miller v. Am. Airlines, Inc.*, 632 F.3d 837, 856-57 (3d Cir. 2011) ("In the termination context . . . a finding that a decision was arbitrary and capricious means that the administrator terminated the claimant's benefits unlawfully. Accordingly, benefits should be reinstated to restore the status quo.").